



**Service of Process
Transmittal**

07/27/2015

CT Log Number 527542145

TO: Gabby Medenwaldt, 293-3621
Green Tree Servicing LLC
345 Saint Peter St Ste 1400, 1400 Landmark Towers
Saint Paul, MN 55102-4404

RE: Process Served in Washington

FOR: Green Tree Servicing LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Michael Thomas, Pltff. vs. Flagstar Bank and Greek Tree Loan Servicing, LLC, Dfts.
DOCUMENT(S) SERVED: Summons, Complaint
COURT/AGENCY: King County Superior Court, WA
Case # NONE
NATURE OF ACTION: Violations of the Consumer Protectoin Act, The Collection Agency Act, The Telephone Consumer Protection Act and the Fair Debt Collection Practices Act, Inter Alia - Seeking Injunctive Relief
ON WHOM PROCESS WAS SERVED: CT Corporation System, Olympia, WA
DATE AND HOUR OF SERVICE: By Process Server on 07/27/2015 at 14:31
JURISDICTION SERVED : Washington
APPEARANCE OR ANSWER DUE: Within 20 days after the service of this summons
ATTORNEY(S) / SENDER(S): Kathleen Box
Leen & O'Sullivan, PLLC
520 East Denny Way Seattle
Washington, WA 98122
206-325-6022
REMARKS: The documents received have been modified to reflect the name of the entity being served.
ACTION ITEMS: CT has retained the current log, Retain Date: 07/28/2015, Expected Purge Date: 08/02/2015
Image SOP
Email Notification, Gabby Medenwaldt
Gabby.medenwaldt@greentreecreditsolutions.com
SIGNED: CT Corporation System
ADDRESS: 505 Union Avenue SE
Suite 120
Olympia, WA 98501
TELEPHONE: 360-357-6794

Page 1 of 1 / RK

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Exhibit 1

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

MICHAEL THOMAS

NO.

Plaintiffs,

vs.

FLAGSTAR BANK and GREEN TREE
LOAN SERVICING LLC.

COMPLAINT FOR VIOLATION
OF THE WASHINGTON STATE
CONSUMER PROTECTION ACT,
BREACH OF CONTRACT, AND
NEGLIGENT
MISREPRESENTATION

Defendants.

Comes now the Plaintiff MICHAEL THOMAS by and through his attorney, Kathleen Box, and files the within Complaint for violations of the Washington State Consumer Protection Act, Breach of Contract and Negligent Misrepresentation.

I. PRELIMINARY STATEMENT

1. This is an action by MICHAEL THOMAS, ("Plaintiff") to determine that the foreclosure sale of the property located at 27546 254th Way SE, Maple Valley, WA 98038 is wrongful and should not proceed.

2. Plaintiff is the owner of the residence located at 27546 254th Way SE, Maple Valley, WA 98038 ("Residence").

COMPLAINT - 1



Leen & O'Sullivan, PLLC
520 EAST DENNY WAY SEATTLE,
WASHINGTON 98122
(206) 325-6022
FAX (206) 325-1424

1 3. Defendant Flagstar Bank ("Flagstar") was the prior servicer of the mortgage loan
2 secured by the Residence.

3 4. Green Tree Servicing LLC is the current servicer of the mortgage loan secured by
4 the Residence.

5
6 5. Plaintiff Michael Thomas fell behind on his mortgage while Flagstar was the
7 servicer of his mortgage.

8 6. Thomas had been consistently paying taxes and insurance on the Property
9 separately from his mortgage from the time he took out the mortgage in June 2008 until
10 approximately 2010.

11
12 7. In 2010 although Thomas was current on his homeowner's insurance payments and
13 property taxes Flagstar purchased homeowner's insurance on the Property and prepaid the
14 county property taxes.

15 8. Flagstar determined Thomas' loan was in default based on the forced place
16 insurance and property taxes paid by Flagstar.

17
18 9. Thomas consistently made full mortgage payments on his mortgage until he was
19 approved for a trial period loan modification.

20 10. Plaintiff applied for and was offered two trial period plans by Flagstar Bank.

21 11. Plaintiff made all three payments on his first trial period plan with Flagstar.

22
23 12. Instead of converting Thomas' loan to a permanent modification after he completed
24 the first trial period plan, Flagstar offered Thomas

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27 COMPLAINT - 2
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1 13. Plaintiff was promised by Flagstar each time that he received a trial period plan that
2 if he successfully completed the trial period plan his loan would be permanently modified.

3 14. Plaintiff successfully completed all three trial period plans, Plaintiff was informed
4 through his attorney that after the completion of his third trial period plan with Flagstar that his
5 loan would be converted to a permanent modification.

6 15. After Flagstar informed him that his loan would be permanently modified, Flagstar
7 transferred the servicing rights of Plaintiff's loan to Green Tree Loan.

8 16. The Plaintiff requested a mediation under the Foreclosure Fairness Act 61.24 et al
9 through his attorney which resulted in another trial period plan offer from Green Tree on August
10 6, 2014.

11 17. Green Tree represented to Plaintiff that if he successfully completed the trial period
12 plan his loan would be permanently modified.

13 18. Plaintiff made all three trial period plan payments in a timely manner.

14 19. After successfully completing another trial period plan, Green Tree refused to
15 modify Plaintiff's mortgage loan.

16 **II. CAUSES OF ACTION AGAINST GREEN TREE AND FLAGSTAR**

17 **A. FIRST CLAIM: BREACH OF CONTRACT**

18 20. Flagstar and Green Tree offered Plaintiff trial period plans that upon completion
19 should have been converted to final modifications. The language in the trial period plans



1 indicated that upon successful completion of the trial period plans the Plaintiff would be offered
2 a modification.

3 21. Flagstar and Green tree made offers to enter in to a contract when they offered
4 Plaintiff trial period plans; Plaintiff accepted these offers by submitting timely payments in
5 compliance with the terms of the offers. Flagstar and Green Tree subsequently breached the
6 contract when they wrongfully denied Plaintiff for a loan modification after Plaintiff fully
7 complied with the terms of the offers.
8

9 22. This breach subjected Plaintiff to damages, including but not limited to, emotional
10 damages connected to the fear of losing his home, monetary damages in terms of the cost to file
11 this lawsuit and default fees and charges in connection with an ongoing foreclosure.
12

13 **B. SECOND CLAIM: UNFAIR AND DECEPTIVE PRACTICES IN VIOLATION OF**
14 **THE CONSUMER PROTECTION ACT**

15 23. Green Tree and Flagstar directly and indirectly engaged in unfair and deceptive
16 acts and practices in violation of RCW 19.86.020, including but not limited to:

- 17 a. Making representations to Plaintiffs that they had been offered trial period plans
18 that would be converted to a permanent modification upon completion of the trial
19 period plan;
20 b. After Plaintiff complied with all terms of the offer, Defendants refused to
21 permanently modify Plaintiff's loan;
22 c. Charging fees associated with Flagstar's and Green Tree's incorrect determination
23 that the Plaintiffs' loans were in default including, but not limited to, late fees,
24 interest capitalization and other fees associated with a default.
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1 24. Defendant Green Tree's and Flagstar's deceptive acts or practices have occurred
 2 in its trade or business and were and are capable of deceiving a substantial portion of the public.
 3 As such, Defendant Green Tree's general course of conduct as alleged herein is injurious to the
 4 public interest, and the acts complained of herein are ongoing and/or have a substantial
 5 likelihood of being repeated.

7 25. Green Tree and Flagstar's action effect the public interest because they are
 8 responsible for the day-to-day management of thousands of loans in the state of Washington.
 9 Moreover, this conduct is ongoing and has the substantial likelihood of being repeated. Upon
 10 information and belief, because both servicers service a substantial amount of mortgage loans it
 11 is likely that similar fraudulent actions are/have been perpetrated on other consumers.

13 26. As a direct and proximate result of Defendant Flagstar and Green Tree's unfair
 14 acts or practices, Plaintiff suffered injury in fact and lost money. Plaintiff has been charged
 15 unlawful fees related to the wrongful determination that his loan is in default after it should have
 16 been converted to a permanent modification.

17 27. Plaintiff is therefore entitled to an order enjoining the conduct complained of
 18 herein; actual damages; treble damages pursuant to RCW 19.86.090; costs of suit, including a
 19 reasonable attorney's fee; and such further relief as the Court may deem proper.

21 28. Plaintiff is entitled to exemplary damages because Defendant Flagstar and Green
 22 Tree acted in bad faith in deliberate or reckless disregard of their rights and Defendant Flagstar
 23 and Green Tree obligation to hold Plaintiff's escrow funds in trust. The actions of Defendant
 24 Green Tree Flagstar as alleged herein constitute violations of the Washington Consumer
 25 Protection Act, RCW 19.86.020, and: (1) have occurred in trade or commerce; (2) are deceptive



as alleged above; (3) negatively affect the public including thousands of Washington residents against whom Defendant Green Tree and Flagstar offered trial period plans that were fully complied with and then failed to convert the loans to permanent modifications; and (4) causing injuries to Plaintiff as alleged above.

C. THIRD CLAIM: NEGLIGENT MISREPRESENTATION

29. Under the circumstances alleged, Defendants owed Plaintiffs a duty to provide them with accurate information regarding the loan modification process and to comply with the representations made by the Defendants in their trial period plan.

30. Defendants negligently represented to Plaintiff that upon completion of their trial period plan, he would be offered a permanent loan modification. Flagstar and Green Tree representation were negligent as they subsequently refused to honor its offer of a modification, by refusing to permanently modify Plaintiff's loan after Plaintiff complied with all terms of the trial period plans offered to him.

31. Supplying such obviously false information demonstrates a lack of exercise of reasonable care or competence in communicating with Plaintiff.

32. Plaintiff justifiably relied on Defendants' misrepresentations expecting to be entitled to make payments on their trial period plans and be offered a permanent modification.

33. Plaintiff have suffered significant damages as a result of Defendants negligence including but not limited to, the potential of losing his home, emotional damages and monetary damages connected with filing this lawsuit.

III. REQUEST FOR RELIEF



1 Having stated their allegations and claims, Plaintiffs request the following relief:

- 2 1. General damages in an amount to be determined at trial;
- 3 2. Treble damages for each and every violation of the Consumer Protection Act, plus
- 4 attorney fees and costs;
- 5 3. Damages including emotional distress, for the conduct of the Defendants in an
- 6 amount to be fully proven at the time of trial;
- 7 4. Injunctive relief prohibiting the foreclosure of Plaintiffs' Residence by any entity
- 8 or person until further order of this Court;
- 9 5. The value of lost use of Plaintiffs monies, past and future, according to proof at
- 10 time of trial;
- 11 6. For such other relief as the Court deems equitable and just.
- 12
- 13

14 DATED this 23rd day of July, 2015.

15 

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17 Kathleen S Box, WSBA #45254
18 Attorney for Plaintiffs
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27 COMPLAINT - 7
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

MICHAEL THOMAS

Plaintiff,

vs.

FLAGSTAR BANK and GREEK TREE
LOAN SERVICING, LLC

Defendant.

NO.

COMPLAINT FOR THE VIOLATION
OF THE WASHINGTON STATE
CONSUMER PROTECTION ACT
BREACH OF CONTRACT, AND
NEGLIGENT MISREPRESENTATION

THE STATE OF WASHINGTON, TO: Green Tree Servicing, LLC and Flagstar Bank

TO THE THIRD PARTY DEFENDANT: A lawsuit has been started against you in the above-entitled court by Plaintiff, Michael Thomas ("Thomas"). Thomas's claim is stated in the Complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the Answer by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons, (or 60 days if you are served outside of the State of Washington), excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where Third Party Plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the

SUMMONS- 1



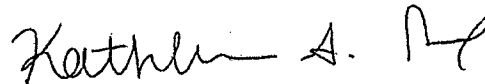
Leen & O'Sullivan,
PLLC
520 EAST DENNY WAY SEATTLE,
WASHINGTON 98122
(206) 325-6022
FAX (206) 325-1424

undersigned person, you are entitled to notice before a default judgment may be entered. A copy of your answer and all other responsive pleadings must be filed with the court.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 23rd day of July, 2015.



Kathleen Box WSBA #45254
katy@leenandosullivan.com
Attorney for Michael Thomas

SUMMONS- 2



Leen & O'Sullivan,
PLLC
520 EAST DENNY WAY SEATTLE,
WASHINGTON 98122
(206) 325-6022
FAX (206) 325-1424

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MICHAEL THOMAS,)	Case No.
)	
Plaintiff,)	NOTICE OF APPEARANCE OF GREEN
vs.)	TREE SERVICING LLC
)	
FLAGSTAR BANK, NA and GREEN TREE)	
SERVICING, LLC)	
)	
Defendants.)	

TO: Plaintiff, c/o his attorney, Kathleen Box

AND: Clerk of Court

PLEASE TAKE NOTICE that William G. Fig and Susan S. Ford of Sussman Shank LLP hereby appear in the above-entitled action as attorneys for defendant Green Tree Servicing LLC without waiving questions of, or defenses related to:

1. Lack of Jurisdiction Over the Subject Matter;
2. Lack of Jurisdiction Over the Person;
3. Improper Venue;
4. Insufficiency of Process;
5. Insufficiency of Service of Process;
6. Failure to State a Claim Upon Which Relief May be Granted; and
7. Failure to Join a Party under CR 19.

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1 PLEASE ALSO TAKE NOTICE that all further papers and pleadings directed to
2 the aforementioned defendants, except original process, should be served upon the
3 undersigned at the address shown below.

4 Dated: August 7, 2015.

5 SUSSMAN SHANK LLP

6
7 By /s/ William G. Fig

William G. Fig, WSBA 33943

wfig@sussmanshank.com

8 Susan S. Ford, WSBA 33415

sford@sussmanshank.com

9 Attorneys for Green Tree Servicing LLC

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Karen D. Muir. I am a citizen of Washington County, state of Oregon, over the age of eighteen (18) years, and not a party to this action.

2. On August 7, 2015, I caused to be delivered **via email and first-class U.S. Mail, postage prepaid**, a copy of: **NOTICE OF APPEARANCE OF GREEN TREE SERVICING LLC** to the interested parties of record, addressed as follows:

Kathleen Box
Leen & O'Sullivan PLLC
520 East Denny Way
Seattle, WA 98122
Email: katy@leenandosullivan.com
Attorneys for Plaintiff

I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Karen D. Muir
Karen D. Muir, Legal Assistant

*22428-034\NOA (02157313);1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MICHAEL THOMAS,)	Case No. _____
)	
Plaintiff,)	NOTICE OF FILING NOTICE OF
vs.)	REMOVAL TO UNITED STATES
)	DISTRICT COURT BY GREEN TREE
FLAGSTAR BANK, NA and GREEN TREE)	SERVICING LLC
SERVICING, LLC)	
)	
Defendants.)	

PLEASE TAKE NOTICE that on August 17, 2015, defendant Green Tree Servicing LLC filed a Notice of Removal with the United States District Court for the Western District of Washington, Seattle Division. A copy of the Notice of Removal, without exhibits, is attached hereto as Exhibit 1.

Respectfully submitted this 17th day of August, 2015.

SUSSMAN SHANK LLP

By /s/ William G. Fig
William G. Fig, WSBA 33943
wfig@sussmanshank.com
Susan S. Ford, WSBA 33415
sford@sussmanshank.com
Attorneys for Green Tree Servicing LLC

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Kori L. Morehead. I am a citizen of Washington County, state of Oregon, over the age of eighteen (18) years, and not a party to this action.

2. On August 17, 2015, I caused to be delivered **via email and first-class U.S. Mail, postage prepaid**, a copy of: **NOTICE OF FILING NOTICE OF REMOVAL TO UNITED STATES DISTRICT COURT BY GREEN TREE SERVICING LLC** to the interested parties of record, addressed as follows:

Kathleen Box
Leen & O'Sullivan PLLC
520 East Denny Way
Seattle, WA 98122
Email: katy@leenandosullivan.com
Attorneys for Plaintiff

I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Kori L. Morehead
Kori L. Morehead, Legal Assistant

*22428-086\NOTICE OF REMOVAL TO STATE COURT (02159985);1

[New Search](#)
[Property Tax Bill](#)
[Map This Property](#)
[Glossary of Terms](#)
[Area Report](#)
[Property Detail](#)

PARCEL

Parcel Number	510454-0390
Name	THOMAS MICHAEL
Site Address	27546 254TH WAY SE 98038
Legal	MAPLE RIDGE HIGHLANDS DIV 4

BUILDING 1

Year Built	2006
Total Square Footage	3120
Number Of Bedrooms	4
Number Of Baths	2.50
Grade	10 Very Good
Condition	Average
Lot Size	6649
Views	No
Waterfront	



TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2015 Levy Code: 1813 Total Levy Rate: \$14.11542 Total Senior Rate: \$7.33886

Levy distribution pie chart

48.01% Voter Approved

[Click here to see levy distribution comparison by year.](#)

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2014	2015	122,000	386,000	508,000	122,000	386,000	508,000
2013	2014	113,000	332,000	445,000	113,000	332,000	445,000
2012	2013	106,000	267,000	373,000	106,000	267,000	373,000
2011	2012	125,000	284,000	409,000	125,000	284,000	409,000
2010	2011	182,000	236,000	418,000	182,000	236,000	418,000
2009	2010	182,000	286,000	468,000	182,000	286,000	468,000
2008	2009	203,000	394,000	597,000	203,000	394,000	597,000
2007	2008	180,000	388,000	568,000	180,000	388,000	568,000
2006	2007	161,000	0	161,000	161,000	0	161,000
2005	2006	154,000	0	154,000	154,000	0	154,000

Reference Links

- [King County Taxin: Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue](#) (External link)
- [Washington State Board of Tax Appeals](#) (External link)
- [Board of Appeals/Equalizati](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)
- [Scanned images of plats](#)

Exhibit 6
Page 1 of 2

Exhibit 6

Exhibit 6
Page 2 of 2

3270 Explorer: Delinquency 1 - Primary Collection (DLQ1/INVE)

511-GREEN TREE SERVICING LLC

Loan Number: 0001266303

Borrower Name: THOMAS, MICHAEL

DLQ1 0001266303 Q4 D E L I N Q U E N C Y O W N R A R O 07/23/15 13:01:03
 13 CONV. RES. PER/CLS/OFF F/ /15 AGE: 7Y 1M IR: 6.50000 INV: F01
 DUE(42) 155,833.02 DUE 02/01/12() (01/15) ASSUM: ACQ:01/16/14
 LATE CHRG 6,492.26 PAYMT 3,710.31 P: 27546 254TH WAY SE
 BAD CK FEES 10.00 L/C AMT 125.78 MAPLE VALLEY WA 98038
 OTHER FEES .00 PAYMT + LC 3,836.09 M:
 TOT DUE 162,335.28* PRIN BAL 381,082.70
 SUSPENSE 720.99 P&I 2,515.63 27546 254TH WAY SE
 NET DUE 161,614.29 DLQ 10 TIME, PAY 70 DAY MAPLE VALLEY WA 98038
 C/S 482 MICHAEL THOMAS
 C/D 07/14 VELMA L THOMAS

PHONE NO

-IMD:N----- * ADDITIONAL MESSAGES * -----WU: _-----

MISSING TELEPHONE NO

--SPOC--

ACTIVE FORECLOSURE

CASHIER STOP 5

-----INVE----- * INVESTOR HEADER INFO *-----

INV/CAT: F01 006 FREDDIE MAC 158586 INV TEL#: 702-336-3362

SALE DATE: PRIN BAL: 381,082.70 INV LOAN#: 521880122

LOAN DATE: 06/11/08 INT RATE: 6.50000 POOL#:

MATUR DATE: 07/38 P&I: 2,515.63 CONTRACT#:

ASSUMP DATE: PEND IR: PMI CO/CERT#:

ACQUIS DATE: 01/16/14 PEND P&I: POOL CO/CERT: